



TERMS & CONDITIONS

1. Definitions

- 1.1 "Seller" shall mean Premier Carpets Pty Ltd its successors and assigns or any persons acting on behalf of and with the authority of "Premier Carpets Pty Ltd".
- 1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Seller to the Client.
- 1.3 "Goods" shall mean Goods supplied by the Seller to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotations, work authorisation or any other forms as provided by the Seller to the Client.
- 1.4 "Services" shall mean all the Services supplied by the Seller to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of any Goods as defined above).
- 1.5 "Price" shall mean the price payable for the Goods as agreed between the Seller and the Client in accordance with clause 3 of this contract.

2. Acceptance

- 2.1 Any instructions received by the Seller from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of the Seller.
- 2.3 The Client shall give the Seller no less than fourteen (14) days prior written notice of any proposed changes of ownership of the Client or any changes in the Client's address, facsimile number, email address, or business practice). The Client shall be liable for any loss incurred by the Seller as a result of the Client failure to comply with this clause.

3. Price and Payment

- 3.1 At the Seller's sole discretion the Price shall be either -
- a) As indicated on the invoices provided by the Seller to the Client in respect of Goods supplied; or
 - b) The Seller's estimated Price which shall be subject to variation and will only be confirmed upon completion of the Works.
- The Seller's quoted Price (subject to clause 3.2) which shall be binding upon the Seller provided that the Client shall accept the seller's quotation in writing within thirty (30) days; or
- 3.2 The Seller reserves the right to change the Price in the event of a variation to the Seller's quotation.
 - 3.3 At the Seller's sole discretion a deposit may be required.
 - 3.4 At the Seller's sole discretion and payment shall be due on installation.

- . 3.5 Time for payments for the Goods shall be stated on the quotation and invoice or any other forms.
- . 3.6 Payment will be made by cash, or by cheque, or by direct debit, or by any other method as agreed to between the Client and the Seller.
- . 3.7 GST and other axes and duties that may be applicable shall be added to the Price.

4. Delivery Of Goods

- . 4.1 At the Seller's sole discretion delivery of the Goods shall take place when the Client takes possession of the Goods at the Client's nominated address (I the event that the Goods are delivered by the Seller or the nominated carrier).
- . 4.2 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged the Seller shall be entitled to charge a reasonable fee for redelivery.
- . 4.3 The Client acknowledges that if delivery has not taken place within fourteen (14) days of the date when the Goods are completed and the Seller continues to store the Goods on the Buyer's behalf then the Seller shall be entitled to charge a storage fee of ten percent (10%) per month compounded monthly.
- . 4.4 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- . 4.5 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods or any of them promptly or at all.

5. Risk

- . 5.1 If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery.
- . 5.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence for the Seller's right to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.
- . 5.3 The Buyer acknowledges that Goods supplied may:
 - . a) Exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time; and
 - . b) Expand, contractor distort as a result of exposure to heat, cold, weather; and
 - . c) Mark or stain if exposed to certain substances; and
 - . d) Be damaged or disfigured by impact.

6. Title

- . 6.1 The Seller and Client agree that ownership of the Goods shall not pass until;
 - . a) The Client has paid the Seller all the amounts owing for the particular Goods; and
 - . b) The Client has met all other obligations due by the Client to the Seller in respect of all contracts between the Seller and the Client.

6.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods shall continue.

6.3 It is further agreed that:

- a) Where practicable the Goods shall be kept separate and identifiable until the Seller shall have received payment and all other obligations of the Client are met; and
- b) Until such time as ownership of the Goods shall pass from the Seller to the Client, the Seller may give notice in writing to the Client to return the Goods or any of them to the Seller. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
- c) The Seller shall have the right to stopping the Goods in transit whether or not delivery has been made; and
- d) If the Client fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Client, where the Goods are situated and take possession of the Goods; and
- e) The Client is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods on trust for the Seller; and
- f) The Client shall not deal with the money of the Seller in any way which may be adverse to the Seller; and
- g) The Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller; and
- h) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not be passed to the Client; and
- i) Until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that the Seller will be the owner of the end products.

7. Client's Disclaimer

7.1 The Client hereby disclaims any right to rescind, or cancel any contract with the Seller or sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Seller and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.

8. Defects

8.1 The Client shall inspect the Goods on delivery and shall within one (1) day of delivery time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the client is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the goods, except where the Client has acquired Goods as a consumer within the meaning of the Trade Practices Act 1974 or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.

8.2 Goods will not be accepted for return other than in accordance with 8.1 above.

9. The Commonwealth Trade Practices Act 1974 (TPA) and Fair Trading Act s (FTA)

9.1 Noting in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

10. Warranty

10.1 Subject to the conditions of the warranty set out in clause 10.2 the Seller warrants that if any defect in any workmanship of the Seller becomes apparent and is reported to the Seller within six (6) months of the date of delivery (time being of the essence) then the Seller will either (at the Seller's sole discretion) replace or remedy the workmanship. 10.2 The conditions applicable to the warranty given by clause 10.1 are:

a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

i. Failure on the part of the Client to properly maintain any Goods; or

ii. Failure of the part of the client to follow any instructions or guidelines provided by the Seller; or

iii. Any use of any goods otherwise for any application specified on a quote or order form; or

iv. The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or

v. Fair wear and tear, any accident or act of God.

b) the warranty shall cease and the Seller shall therefore in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent.

c) in respect of all claims the Seller shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.

10.3 For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor be responsible for any term, conditions, representation or warranty other than that which is given by the manufacturer of the Goods.

11. Intellectual Property

11.1 Where the Seller has designed, drawn or written Goods for the Client, then the copyright in these designs and drawings and documents shall remain vested in the Seller, and shall only and shall only be used by the Client at the Seller's discretion.

11.2 The Client warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.

12. Default & Consequences of Default

12.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month and such interest shall compound monthly at such a rate after as well as before and judgement.

12.2 If the Client defaults in payment of any invoices due, the Client shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in the pursuing the debt including any legal costs on a solicitor and own client basis and the Seller's collection agency costs.

12.3 Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligations (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Client and of its other obligations under the terms and conditions. The Seller will not be liable to the Client for any loss or damage the Client suffers because the Seller has exercised its right under this clause.

12.4 If any account remains overdue after thirty (30) days then an amount of the greater twenty (\$20.00) or ten (10.00%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for the administration fees which sum shall become immediately due and payable.

12.5 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that:

(a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Client will be unable to meet its payments as they fall due: or

(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed In respect of the Client or any asset of the Client.

13. Security and Charge

13.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:

(a) where the Client and/or the Guarantor (if any) is the owner of land, realty or other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or Guarantor

acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.

(b) should the Seller elect to proceed in any manner in accordance with this clause and/or Sub-clauses the Client and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursement's including legal costs on a solicitor and own client basis.

(c) the Client and/or the guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 13.1

14. Cancellation

14.1 The Seller man cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Seller shall repay to the Client any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

14.2 In the event that the Client cancels delivery of the Goods the Client shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profit) up to the time of cancellation.

15. Privacy Act 1988

15.1 The Client and/or the Guarantor/s agree for the Seller to obtain from a credit reporting Agency a credit report containing personal information about the Client and Guarantor/s in relation to credit provided by the Seller.

15.2 The Client and/or the Guarantor agree that the Seller may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

(a) to assess an application by Client; and/or

(b) to notify other credit providers of a default by the Client; and/or

(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit provider; and/or (d) to assess the credit worthiness of Client and/or Guarantor/s.

15.3 The Client consents to the Seller being given a consumer credit report to collect overdue Payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

15.4 The Client agrees that personal credit information provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between

the Client and Seller or required by law from time to time:

(a) provision of Goods; and/or

(b) marketing of Goods by the Seller, its agents or distributors in relation to the Goods;

(c) analysing, verifying and/or checking the Client's credit, payment and/or status in Relation to provision of Goods; and/or

(d) processing or any payment instructions, direct debit facilities and/or credit Facilities requested by Client; and/or

(e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.

15.5 The Seller may give information about the Client to a credit reporting agency for the following purposes;

(a) to obtain a consumer credit report about the Client; and/or

(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

16. Unpaid Seller's Rights

16.1 Where the Client has left any item with the Seller for repair, modification, exchange or for the Seller to perform any other Service in relation to the item and the Seller has not received or been tendered the whole of the price, or the payment has been dishonoured, the Seller shall have:

- (a) a lien on the item;
- (b) the right to retain the item for the Price while the Seller is in possession of the item; (c) a right to sell the item.

16.2 The lien of the Seller shall continue despite the commencement of proceeding, or judgment for the Price having been obtained.

17. General

17.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining shall not be affected, prejudiced or impaired.

provisions

17.2 These terms and conditions and any contract to which they apply shall be governed by the Laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.

17.3 The Seller shall be under no liability whatever to the Client for any loss and/or expenses (including loss of profit) suffered by the Client arising out of breach by the Seller of these Terms and conditions.

17.4 In the event of any breach of this contract by the Seller the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods. 17.5 The Client shall not be entitled to set off against or deduct from the Price any sums owed to the Client by the Seller.

17.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Client's consent.

17.7 The Seller reserves the right to review terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change

to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Client of such change.

17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, Lock-out, industrial action, fire, flood, drought, storm or other event beyond the

reasonable control of either party.

17.9 The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right

subsequently enforce that provision.

TERMS AND CONDITIONS THAT SPECIFICALLY RELATE TO THE INSTALLATION PROCESS

18. The location of joins will be at Premier Carpets discretion, unless specific notification of join placement has been received in writing prior to the quotation. Any requests to change the location of any joins received after the quotation, would automatically null and void the quotation and a new quotation would need to be submitted.

19. If we are contracted to move furniture, absolutely no liability will be accepted for accidental damage. Whilst all care is taken, our tradesmen are not furniture removalists, dismantlers, stylist or interior designers. All efforts will be made to place your furniture back in its original position, however moving furniture back and forth to get the placement or look right is not their responsibility. It is also the client's responsibility to remove all personal effects, breakables, knick knacks, empty contents of cabinets or dismantle (if required), wardrobes etc, disconnect computers and all electrical goods prior to the installation of the carpet.

20. The area must be cleared of all building materials and trade personnel before installation can commence. If for some reason we are held up, due to the area not being ready, waiting and/or cleaning time will be charged at \$80.00 per man per hour.

21. Smoke alarms: Seaming carpet on site using a seaming iron and a specialist joining tape (a standard

practice) causes a relatively small amount of smoke, rest assured its very safe, but it can set off sensitive smoke alarms. All smoke alarms should be deactivated for the duration of the installation, as we cannot be held responsible for any call out charges that may occur.

22. Postponement of a confirmed installation date, must be received by our office, a minimum of 72 hours prior to the confirmed commencement date or if an installation date has been confirmed with you or your builder / representative, and we arrive on the confirmed date to proceed with the installation and are stopped from commencing or completing the installation due to circumstances beyond our control, a call back fee of \$150.00 per man will automatically be charged and the new invoice total will be required to be paid in full, prior to us returning to site.

23. Lifting/shaving of doors, if required, is the customer's responsibility.

24. Although we exercise all care, we cannot be held responsible for accidental damage to paint work, sub-floor wiring or cables (telephone, computer, alarm, co-axial etc.) and any under floor pipe work.

25. The Sub-floor is assumed to be in good condition, so we are not responsible for any sub-floor preparation, and it is your responsibility to supply adequate lighting, power and reasonable and safe access.

26. If you choose to pay the deposit on your credit card, and unless you state otherwise Premier Carpets will automatically take the balance owing from the same card upon the completion of work.

27. All claims must be received in writing within 24 hours of the installation/delivery date of goods.

28. If due to building restraints/requirements we are unable to complete the installation within 14 days from the initial installation date, a progress payment would be required equaling the labour, and underlay portion of the completed area as well as the total cost of the carpet. Leaving only the cost of the labour and underlay to pay on completion of the installation.

29. In the event of the final balance not being paid within 7 days of receipt of final invoice, then late fees will be charged at the rate of 20% per annum calculated daily. In addition, all costs resulting in finalising the payment will be added to your account.

30. You as the Customer shall have no entitlement whatsoever to make any claim against this company in respect of or in relation to the goods arising from defective workmanship, improper installation, damage or wear resulting from installation onto uneven surfaces, damage or shrinkage resulting from improper cleaning outside of Premier Carpets recommended instructions, from improper use or from accident and/or damage outside the control of Premier Carpets.

31. Upon request by you the customer, we may provide certain suggestions with respect to the use, colour and design of goods, it is expressly agreed that such suggestions are provided without charge and we accept no liability for advice given or results there from. All such suggestions given are accepted at the risk of the customer.

32. We are not liable for any recommendations to the customer regarding the services of third parties whether associated with Premier Carpets or not.

33. Title of goods: The ownership of the carpets or floor rugs will only be transferred to you when you have paid all sums owing to us, and until such time we have the right to call for or recover the goods at our discretion (for which purpose our employees or agent may enter your premises), and you are obliged to deliver up the goods if so directed by us.

TERMS AND CONDITIONS SPECIFIC TO OUR NATURAL WOVEN SISAL AND FLATWEAVE PRODUCTS

34. Our products have been processed manually and are woven from natural fibres, hence they contain irregularities in weave and colour. These irregularities are characteristic features of their uniqueness and cannot be construed as flaws. This will not affect the wearing qualities. The product supplied to you may vary from the sample & indeed from roll to roll, be assured that all products have passed our stringent quality inspection.

35. All of our products are colour fast, but like any natural material, they will change colour over time making each floor as unique as the product itself. However our products are not UV stable, so as with any type of flooring, fading can and will occur when exposed to direct sunlight.

36. As our products are woven and have different backings to other carpets, to ensure the stability and the overall superb look of our products, fine (industry standard) staples, are used to attach the carpet to the smooth edge fixing around the perimeter of the rooms and on stairs. This method of fixing is common in the carpet industry

but can cause some unevenness to the perimeter finish when used with some of our finer profile carpets.

37. Due to the nature of the weaving process of our flat woven carpets, joins are not invisible as they do not have a pile to hide the join location, unlike other carpets. It's true to say that some weaves join better than others, however all bouclé rib's will not match up perfectly on the join. Rest assured that with over 30 year experience, Premier Carpets will do all we can to make the joins as unobtrusive as possible.

TERMS AND CONDITIONS SPECIFIC TO OUR CUSTOM MADE FLOOR RUGS

38. Our custom made rugs should not be designed or made to fit wall to wall like a carpet.

39. Delivery date and time will be subject to the timing and location of other delivery's or jobs in your area, this is to insure fees charged, remain at their current minimal rate.

40. Our binding, while they are of a very high quality and arguably the best available on the market, they are only decorative finishes, and will

not wear to the extent of any floorcoverings products they maybe attached to.

However bindings can easily be replaced if and when they wear out.

41. As with our dyed natural floorcoverings, all bindings are colourfast, but not UV stable, (see point 35)

and will be subject to slight colour variations from roll to roll.

42. Regardless of weave or design, all floor rugs are cut to provide you with a square (90°) edged finish, unless otherwise specified.

43. As all of our custom made floor rugs are hand finished, please allow a tolerance of up to 30mm variance in the overall dimensions of the floor rugs and 5mm in the finished width of the required binding.

44. Bubbles or wrinkles can be present when the floor rugs are first unrolled, this is a natural occurrence and will disappear when the material acclimatizes and relaxes in its new surroundings.

45. The natural rubber latex backing on our carpets or the rubber underlay we put under our rugs WILL NOT leach their colour. However, they have not been tested on any of the hundreds of floor finishes now available.

We advise that you check with the floor finish manufacturer regarding any reactions that may occur by putting a natural rubber product over the finish, as we cannot be held responsible for any discoloration or damage that may occur to your floor finish over time.

46. We always quote to manufacture the custom made floor rugs the most economical way. As some of the weaving designs have definite directions, it is advisable that when ordering multiple rugs, that you specify your required width, length and direction of weave (if required). This way, we can insure that we manufacture the rugs correctly, as we cannot be held responsible for any ordering mistakes.